

IN RE: PETITION FOR VARIANCE
NE/Corner Reisterstown Road and
Straw Hat Road
(Morningside Heights Apartments)
4th Election District
3rd Councilmanic District

Home Properties Morningside heights, LLC
Petitioners

* BEFORE THE
* DEPUTY ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 99-246-A
*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner for consideration of a Petition for Variance filed by the owners of the subject property, Home Properties Morningside Heights, LLC, by William L. Brown, Regional Manager, through their attorney, William D. Shaughnessy, Jr., Esquire. The Petitioners seek relief from Section 450.5.B.4.a of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit a distance of 3 feet between individual signs in lieu of the required 100 feet. The subject property and relief sought are more particularly described on the site plan submitted which was accepted and marked into evidence as Petitioner's Exhibit 1.

Appearing at the hearing on behalf of the Petition were William L. Brown, representing the Owners of the subject property, Mickey Cornelius with The Traffic Group, traffic engineering consultants, and William D. Shaughnessy, Jr., Esquire, attorney for the Petitioners. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property consists of a gross area of 3.480 acres, more or less, zoned D.R.16 and is located on the northeast corner of Reisterstown Road and Straw Hat Road in Owings Mills. The property is the site of the Morningside Heights apartment complex. The Petitioners are desirous of relocating and replacing the existing

ORDER RECEIVED FOR FILING

Date 2/10/99

By [Signature]

identification sign for Morningside Heights with a sign package consisting of three retaining walls, two of which will contain lettering identifying the apartment complex and its managing company. Testimony indicated that the current sign is located 10 feet from the Reisterstown Road right-of-way and is difficult to see because its view is blocked by telephone poles and other signs in the area. The Petitioners propose to construct three retaining walls into the hill located at the intersection. The walls have been designed to conform to the natural slope of the land. These retaining walls will not only provide attractive and effective identification for the property, but will also provide a nice landscape feature at this intersection. Moreover, Mr. Cornelius testified that the existing sign blocks sight lines on Reisterstown Road, and that the new signs, being located further back from the right-of-way, will be a benefit to this intersection from a traffic point of view. However, in order to proceed as proposed, the requested variance is necessary.

An area variance may be granted where strict application of the zoning regulations would cause practical difficulty to the Petitioner and his property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the Petitioner must meet the following:

- 1) whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;
- 2) whether a grant of the variance would do a substantial justice to the applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give sufficient relief; and,
- 3) whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

After due consideration of the testimony and evidence presented, it is clear that practical difficulty or unreasonable hardship will result if the variance is not granted. It has been established that special circumstances or conditions exist that are peculiar to the property which is

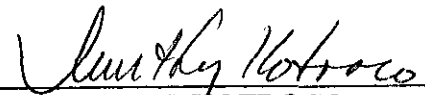
the subject of this request and that the requirements from which the Petitioner seeks relief will unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the relief requested will not cause any injury to the public health, safety or general welfare, and meets the spirit and intent of the B.C.Z.R.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the variance requested should be granted.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 10th day of February, 1999 that the Petition for Variance seeking relief from Section 450.5.B.4.a of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit a distance of 3 feet between individual signs in lieu of the required 100 feet, for a proposed sign package in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restriction:

- 1) The Petitioners may apply for their sign permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

TMK:bjs


TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

ORDER RECEIVED FOR FILING

Date

By



Baltimore County
Zoning Commissioner
Office of Planning

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386

February 5, 1999

William D. Shaughnessy, Jr., Esquire
Tydings & Rosenberg LLP
100 E. Pratt Street, 26th Floor
Baltimore, Maryland 21202

RE: PETITION FOR VARIANCE
NE/Corner Reisterstown Road and Straw Hat Road
(Morningside Heights)
4th Election District – 3rd Councilmanic District
Home Properties Morningside Heights LLC - Petitioners
Case No. 99-246-A

Dear Mr. Shaughnessy:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Variance has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in cursive script, reading "Timothy Kotroco".

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

cc: Mr. William L. Brown, Regional Mgr., Morningside Heights
20 Pleasant Ridge Drive, Suite G, Owings Mills, Md. 21117

People's Counsel; Case File





Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 25-2-C Cue Court
Owings Mills MD 21117

which is presently zoned DR 16

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s)

450.5B4a of BCZR to allow a distance of three feet between individual signs
in lieu of the required 100 feet.

of the Zoning Regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons: (Indicate hardship or practical difficulty)

The variance is needed to provide adequate information to the public in a way that can be observed by travelling vehicles without creating undue distractions, and for such other reasons as may be elaborated upon at the hearing. The variance requested would be in harmony with the spirit of the sign regulations.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

William D. Shaughnessy, Jr.

Name - Type or Print

Signature

Tydings & Rosenberg LLP

Company

100 E. Pratt St; 26th Fl. (410) 752-9724

Address

Telephone No.

City Baltimore

MD

21202

State

Zip Code

Case No. 99-246-A

280 9/15/98

Legal Owner(s):

Home Properties Morningside Heights, LLC

Name - Type or Print

by:

Signature William L. Brown, Regional Manager

Name - Type or Print

Signature

20 Pleasant Ridge Dr., Ste G (410)902-4600

Address

Telephone No.

Owings Mills

MD

21117

City

State

Zip Code

Representative to be Contacted:

William L. Brown, Regional Manager

Name

20 Pleasant Ridge Dr., Ste G (410)902-4600

Address

Telephone No.

Owings Mills

MD

21117

City

State

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 1.00 hr.

UNAVAILABLE FOR HEARING

Reviewed By [Signature]

Date

12-16-98

246

ORDER RECEIVED FOR FILING

Date

By

**DESCRIPTION OF SECTION ONE, MORNINGSIDE HEIGHTS
APARTMENTS
TO ACCOMPANY PETITION FOR VARIANCE FOR SIGNAGE
PLACEMENT IN A D.R.-16 ZONE**

BEGINNING FOR THE SAME at the corner formed by the intersection of the Northwest side of Straw Hat Road, 60 feet wide and the Northeast side of Reisterstown Road, 66 feet wide, thence leaving said place of beginning and running and binding on the Northeast side of Reisterstown Road

(1) North 43 degrees 16 minutes 05 seconds West 415.97 feet, thence leaving the Northeast side of Reisterstown Road and running the three following courses:

(2) North 70 degrees 13 minutes 55 seconds East 226.14 feet

(3) North 82 degrees 58 minutes 55 seconds East 296.00 feet and

(4) South 77 degrees 17 minutes 00 seconds East 155.37 feet to the Northwest side of Straw Hat Road, thence running and binding thereon the three following courses:

(5) southwesterly by a line curving to the right with a radius of 370.00 feet for a distance of 188.51 feet (the arc of said curve being subtended by a chord bearing South 32 degrees 08 minutes 11 seconds West 186.48 feet)

(6) South 46 degrees 43 minutes 55 seconds West 327.55 feet and

(7) North 88 degrees 16 minutes 05 seconds West 35.36 feet to the place of beginning.

CONTAINING 3.480 acres of land, more or less.



246

99. 246-A

CERTIFICATE OF PUBLICATION

TOWSON, MD., 1/7/, 1999

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 1/7/, 1999.

THE JEFFERSONIAN,

A. Henickson

LEGAL AD. - TOWSON

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #99-246-A
2512-C Gua Court
NEC Reisterstown and
Strawhat Roads
4th Election District
3rd Councilmanic District
Legal Owner(s): Home Properties
Morningside Heights, LLC

Variance: to allow a distance of 3 feet between individual signs in lieu of the required 100 feet.

Hearing: Tuesday, January 26, 1999 at 9:00 a.m. in Room 407, County Courts Bldg., 401 Bosley Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Call (410) 887-4386.
(2) For information concerning the File and/or Hearing, Please Call (410) 887-3391.

1/011 Jan. 7 C282504

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 067096

DATE 6/18/99 ACCOUNT 001-6150

AMOUNT \$ 40.00 (JLL)

RECEIVED FROM: Elizabeth & William Shaughnessy, Jr.

FOR: #99-1631

Morningside Heights Community

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

PAID RECEIPT

PROCESS	ACTUAL	TIME
6/21/1999	6/21/1999	14:07:19
REG WS06	CASHIER KCM KXM	DRAMER 4
Dept 5	528 ZONING VERIFICATION	
Receipt #	076461	OFLN
CR NO.	067096	

Receipt Tot 40.00
40.00 CK .00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. ²⁴⁶062433

DATE 12-16-98 ACCOUNT R 001-6150

AMOUNT \$ 250.00

RECEIVED FROM: Tydings & Rosenberg LLC

FOR: Commercial Variance Filing Fee
NEO 151 Rawhat & Reisterstown RPS
"Morningside Heights Apts"

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

PAID RECEIPT

PROCESS	ACTUAL	TIME
12/16/1998	12/16/1998	09:40:00
REG WS02	CASHIER JRC JMR	DRAMER
5	MISCELLANEOUS CASH RECEIPT	
Receipt #	073767	OFLN
CR NO.	062433	

250.00 DISCOUNT
Baltimore County, Maryland

CASHIER'S VALIDATION

99-246-A

RE: PETITION FOR VARIANCE
25-2-C Cue Court, NEC Reisterstown Rd and Straw
Hat Rd, 4th Election District, 3rd Councilmanic

Legal Owners: Home Properties Morningside
Heights, LLC

Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case Number: 99-246-A

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates of other proceedings in this matter and of the passage of any preliminary or final Order.

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio
CAROLE S. DEMILIO
Deputy People's Counsel
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of December, 1998, a copy of the foregoing Entry of Appearance was mailed to William D. Shaughnessy, Jr., Esq., Tydings & Rosenberg, 100 E. Pratt Street, 26th Floor, Baltimore, MD 21202, attorney for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN

CERTIFICATE OF POSTING

RE: Case No.: 99-246-A

Petitioner/Developer: _____

Home Properties Morningside Heights, LLC

Date of Hearing/Closing: 1-26-99

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 21204

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law
were posted conspicuously on the property located at _____

Northeast corner of Reisterstown and Strawhat Roads

The sign(s) were posted on Friday, January 8, 1999
(Month, Day, Year)

Sincerely,

Don Hauk 01/11/99
(Signature of Sign Poster and Date)

Don Hauk

(Printed Name)

200 East Pennsylvania Ave.

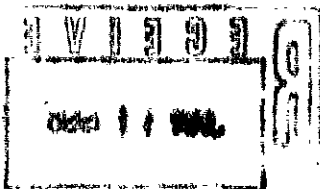
(Address)

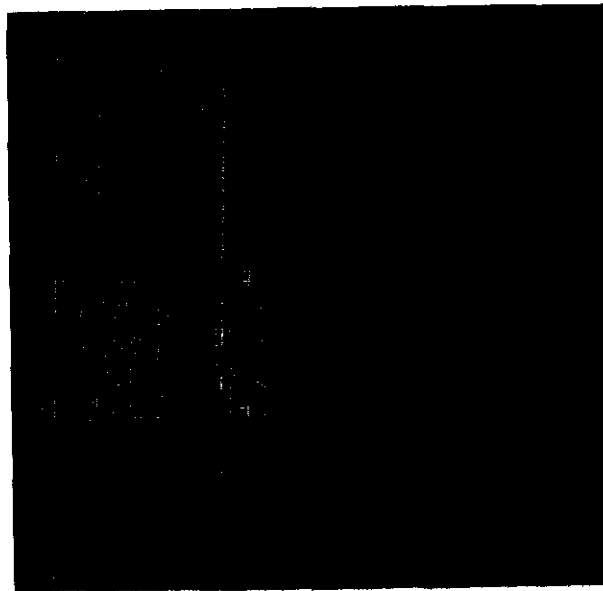
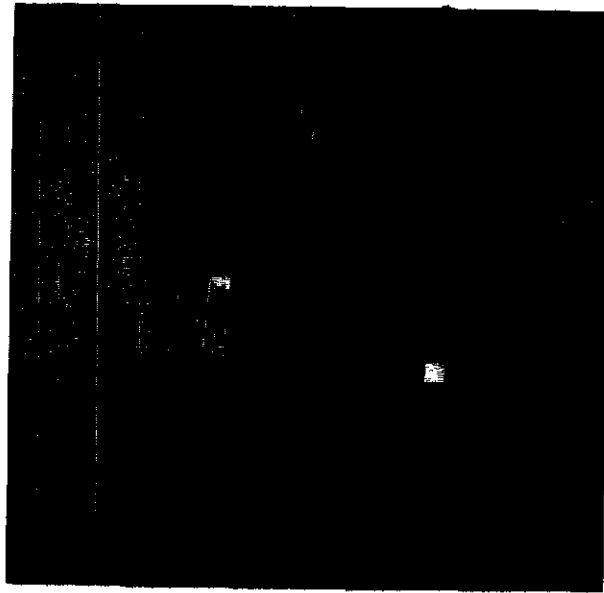
Towson, MD 21286

(City, State, Zip Code)

410-296-3333

(Telephone Number)







Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

December 23, 1998

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 99-246-A
25-2-C Cue Court
NEC Reisterstown and Strawhat Roads
4th Election District – 3rd Councilmanic District
Legal Owner: Home Properties Morningside Heights, LLC

Variance to allow a distance of 3 feet between individual signs in lieu of the required 100 feet.

HEARING: Tuesday, January 26, 1999 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

c: William D. Shaughnessy, Jr., Esquire
Home Properties Morningside Heights, LLC

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY JANUARY 11, 1999.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Come visit the County's Website at www.co.ba.md.us



Printed with Soybean Ink
on Recycled Paper

TO: PATUXENT PUBLISHING COMPANY
January 7, 1999 Issue – Jeffersonian

Please forward billing to:

William D. Shaughnessy, Jr.
Tydings & Rosenberg, LLP
100 East Pratt Street, 26th Floor
Baltimore, MD 21202

410-752-9724

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 99-246-A

25-2-C Cue Court

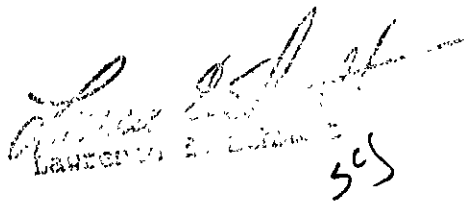
NEC Reisterstown and Strawhat Roads

4th Election District – 3rd Councilmanic District

Legal Owner: Home Properties Morningside Heights, LLC

Variance to allow a distance of 3 feet between individual signs in lieu of the required 100 feet.

HEARING: Tuesday, January 26, 1999 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue



LAWRENCE E. SCHMIDT

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

**DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 99-246-A
Petitioner: Home Properties Morningside Heights LLC
Address or Location: 25-26 Cove Ct. NEC Strawhat & Reisterstown
RDS,

PLEASE FORWARD ADVERTISING BILL TO:

Name: Wm. D. Shaughnessy JR. / Tydings & Rosenberg, LLP
Address: 100 E. Pratt St. 26th Fl.
Balto. MD, 21202
Telephone Number: (410) 752-9724

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than _____

Format for Sign Printing, Black Letters on White Background:

ZONING NOTICE

Case No.: 99-246 A

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD

PLACE: _____

DATE AND TIME: _____

REQUEST: A VARIANCE
To allow a distance of 3 ft. between
signs in lieu of the required 100 ft.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits
and Development Management

Date: January 7, 1999

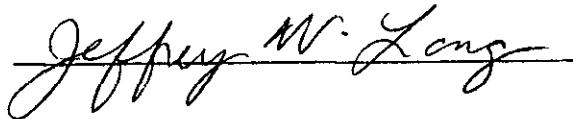
FROM: Arnold F. 'Pat' Keller, III, Director
Office of Planning

SUBJECT: Zoning Advisory Petitions

The Office of Planning has no comment on the following petition (s):
Item No (s) 246, 248, and 252

If there should be any questions or this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 410-887-3480.

Section Chief:



AFK/JL

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT
INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Permits and Development Management

DATE: _____

FROM: R. Bruce Seeley, Project Manager
Development Coordination
DEPRM

SUBJECT: Zoning Advisory Committee

Distribution Meeting Date:

The Department of Environmental Protection and Resource Management has
no comments for the following Zoning Advisory Committee Items:

Item #'s:

246

247

249

250

251

253

254



Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

December 31, 1998

Arnold Jablon, Director
Zoning Administration and Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1105

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF December 28, 1998

Item No.: See Below

Zoning Agenda:

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

8. The Fire Marshal's Office has no comments at this time,
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

(246) 247, 248, 250, 251, 253, and 254

REVIEWER: LT. ROBERT P. SAUERWALD

Fire Marshal Office, PHONE 887-4881, MS-1102F

cc: File




B A L T I M O R E C O U N T Y, M A R Y L A N D

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
 Department of Permits & Development
 Management

Date: December 29, 1998

FROM:  Robert W. Bowling, Supervisor
 Bureau of Developer's Plans Review

SUBJECT: Zoning Advisory Committee Meeting
 for December 28, 1998
 Item Nos. (246) 247, 248, 249, 250,
 253, and 254

The Bureau of Developer's Plans Review has reviewed the subject zoning items, and we have no comments.

RWB:HJO:jrb

cc: File



Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

David L. Winstead
Secretary

Parker F. Williams
Administrator

Date: 12.28.94

Ms. Gwen Stephens
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 246 JJS

Dear Ms Stephens:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

for

Michael M. Lenhart, Acting Chief
Engineering Access Permits Division

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

June 29, 1999

William D. Shaughnessy, Jr., Esq.
Tydings & Rosenberg LLP
100 East Pratt Street
Baltimore, MD 21202

Dear Mr. Shaughnessy:

RE: Direction sign at Morningside Heights Apartments, NEC Reisterstown and
Straw Hat Roads, 4th Election District

Staff has reviewed your correspondence and plans concerning the proposed directional sign on the third retaining wall and find it is approved as of right for zoning. I am returning 2 stamped and signed approved copies to you for your file.

When applying for sign permits, please have this response and a copy of the approved plans available for review.

I trust that the information set forth in this letter is sufficiently detailed and responsive to the request. If you need further information or have any questions, please do not hesitate to contact me at 410-887-3391.

Sincerely,

A handwritten signature in dark ink, appearing to read "John L. Lewis".

John L. Lewis
Planner II
Zoning Review

c: Zoning Case #99-246-A

JLL:ggs

Enclosure

Come visit the County's Website at www.co.ba.md.us



ATTORNEYS AT LAW

TYDINGS & ROSENBERG LLP

6/18/99

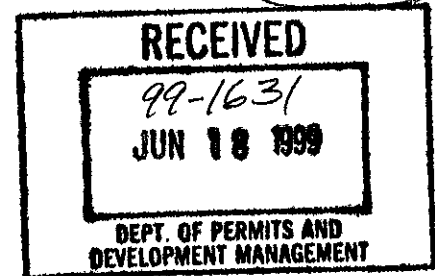
WCP
100 AN. PKY. 1000
BALTIMORE, MD 21201
TEL: 410/752-9724
FAX: 410/752-9724
E-MAIL: wshaughnessy@tydingslaw.com

WILLIAM D. SHAUGHNESSY, JR.
410/752-9724
wshaughnessy@tydingslaw.com

6/18/99

June 18, 1999

Arnold Jablon, Director
Department of Permits
and Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204



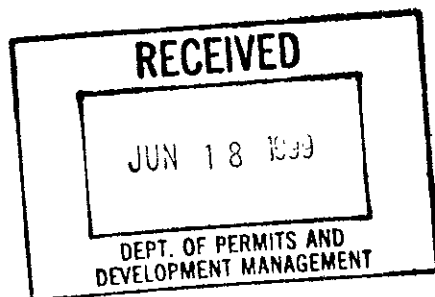
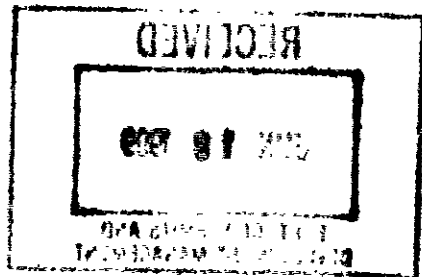
Re: Signage at Morningside Heights Community

Dear Mr. Jablon:

This office represents Mr. Herbert Siegel ("Siegel") and Owings Mills Office Centre, LLP ("OMOC"), a partnership in which Mr. Siegel is a principal. The purpose of this letter is to seek the concurrence of your office that adding directional lettering to the lowest wall of a three-wall signage assembly at the entrance to the Morningside Heights Community is within the spirit and intent of a February 10, 1999 Order issued by Deputy Zoning Commissioner Timothy M. Kotroco, and that such lettering can be approved and a permit issued without further proceedings. The proposed lettering on the lowest wall would be substantially similar to that depicted on the red-lined partial copy of the approved zoning variance plan attached hereto as Exhibit 1.

The Morningside Heights Community.

Morningside Heights is a community located in northwest Baltimore County. The Morningside Heights Community currently consists of numerous apartment buildings comprised of hundreds of apartment units, together with a swimming pool and recreation facilities for the residents, as well as a recently constructed office building which contains management offices, as well as a daycare/early learning center. The main entrance to the Morningside Heights Community is Straw Hat Road, which intersects Reisterstown Road north of the Owings Mills Boulevard exit of I-795.



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The Parties Involved.

Mr. Siegel is a longtime resident of Baltimore County, and a longtime developer and builder within the county. Beginning in the late 1960's and early 1970's, Mr. Siegel, through various partnerships of which he was the principal and/or general partner, acquired, developed and built the Morningside Heights Community.

OMOC is a Maryland limited liability company of which Mr. Siegel is a principal and general partner. OMOC is the owner of the Town Center parcel, part of the Morningside Heights Community. The approximate boundaries of the entire Morningside Heights Community are shown on the 1973 plan of Morningside Height attached hereto as Exhibit 2, and the approximate boundaries of the Town Center parcel are outlined in yellow on Exhibit 2. The Town Center parcel is improved by a two-story building constructed by Mr. Siegel and OMOC in the late 1990's, and the building contains an early childhood learning center which serves the Community, management offices for the Community and other space.

Home Properties Morningside Heights, LLC ("Home") is the current owner of the property located at the corner of Reisterstown Road and Straw Hat Road upon which the existing sign for the Community is situated (and upon which the new proposed signage will be constructed). As discussed later in this letter, in 1998 Mr. Siegel exchanged his partnership interests in the partnerships which developed the Morningside Heights Community (the "Siegel Partnerships") for partnership interests in Home. As a result of such exchange, Mr. Siegel is and remains a significant owner of partnership interests in Home.

For ease of reference the area in which the signage for the Morningside Heights Community is outlined in red on Exhibit 2 attached hereto.

Background.

Beginning in the early 1960's, Mr. Siegel, through various partnerships in which he was a principal, acquired substantial property on the eastside of Reisterstown Road. Beginning in the late 1960's and early 1970's, Mr. Siegel, through his various partnerships, constructed the Morningside Heights Community. The Morningside Heights Community was developed in phases or sections by Mr. Siegel. As noted above, the Morningside Heights Community currently consists hundreds of apartment units, together with a swimming pool and recreation facilities for the residents, as well as a

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recently constructed office building which contains management offices, as well as a daycare/early learning center for the Morningside Heights Community.

For many years, signage for the Morningside Heights Community was located on a two-sided, pylon sign, located at the northeast corner of Reisterstown Road and Straw Hat Road. A photograph of the current sign is attached hereto as Exhibit 3. The current sign provides notice of the residential apartment within the Community, as well as notice of the early learning center and offices located within the Community.

In 1998, Mr. Siegel and partners in the Siegel partnerships exchanged their partnership interests for partnership interest in Home Properties of New York, LP ("Home"). Mr. Siegel continues to own substantial partnership interests in Home.

The 1998/99 New Sign Design and Variance Request.

In December, 1998, as part of an effort to re-invigorate and redefine the Morningside Heights Community, Home sought to replace the existing pylon sign with a more aesthetically pleasing wall-design/monument type of sign. Home sought to create a three retaining wall sign package which would set signage back further from the intersection of Reisterstown Road and Straw Hat Road than the existing sign, with the walls being designed to conform to the natural slope of land. The entire design was geared toward providing an attractive and effective identification of the Community. Given that the sign package would consist of **three retaining walls** instead of a single sign, Home filed a Petition for Variance to permit a distance of three feet between sign walls, in lieu of the required 100 feet required by Section 450.5(B)(4)(a) of the Baltimore County Zoning Regulations. A copy of the Petition for Variance is attached hereto as Exhibit 4.

After due posting of the property, a hearing was held on January 26, 1999 before Deputy Zoning Commissioner Timothy Kotroco. There were no protestants or other interested persons present at the hearing. At the hearing, Deputy Commissioner Kotroco heard testimony indicating that the current sign is located approximately 10 feet from Reisterstown Road and is difficult to see because its view is blocked by telephone poles and other signs in the area. The Deputy Commissioner acknowledged that the proposal to construct three retaining walls into the hill located at the intersection would provide attractive and effective identification for the property, as well as nice landscape for the intersection and that the walls had been designed to conform to the natural slope of the land. Deputy Commissioner Kotroco acknowledged the testimony of the traffic engineering expert, Mickey Cornelius of the Traffic Group, to the effect that the existing

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sign blocks sight lines on Reisterstown Road and that the new signs, being located back from the right of way, would benefit the intersection from a traffic point of view.

After due consideration, the Deputy Commissioner issued his Order of February 10, 1999 granting the Petition for Variance, to permit a distance of 3 feet between the individual signs in lieu of the required 100 feet. A copy of the February 10, 1999 Zoning Order is attached hereto as Exhibit 5.

The Daycare/Office Issues.

Prior to submitting the Petition for Variance, the undersigned met with John Lewis of the Zoning Review section of the Department of Permits and Development Management to discuss the proposed new signage. During preliminary meetings, Mr. Lewis raised the issue of whether a sign on the lower wall, providing directional information to the Child Care Center and office facilities on the Town Center Parcel, could properly be deemed an "on premises" directional sign due to the fact that the building containing the daycare center and offices was on a separate lot, owned by OMOC, whereas the sign would be located on land owned by Home, a different entity. At that time, I explained to Mr. Lewis that all of the property at Morningside Heights, including the Town Center parcel containing the daycare site, had common ownership through Mr. Siegel since at least the 1960's, and that the entire Morningside Heights Community had been developed as one unified community. Mr. Lewis asked for back-up regarding the common ownership. In order not to delay submission of the Petition for Variance, I submitted the Petition for Variance with the plan to accompany the Petition revised to show lettering on only two of the three proposed walls, all with the intent that I would gather the background information requested by Mr. Lewis and present it to him for his review thereafter.

In response to Mr. Lewis' request, I gathered background information concerning the Morningside Heights Community. Thereafter, I met with Mr. Lewis to provide such background information to him in support of the proposition that the entire Morningside Heights property, including the office/daycare facilities located on the Town Center Parcel, constituted one community, such that any directional signage to the office/daycare facilities would be deemed a directional sign to an activity on the "same premises" within the meaning of the sign regulations in Baltimore County. The following narrative supports such proposition.

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Morningside Heights, including the Town Center parcel,
is a "unified parcel", with "common ownership" through Mr. Siegel.

When Mr. Siegel commenced development and construction of the Morningside Heights Community in the late 1960's and 1970's, he envisioned the development of a single, unified community. The community would consist not only of the apartment buildings, but also a "Town Center" which might contain ancillary uses to serve the residents of the community. Given the breadth of the undertaking involved in constructing the Morningside Heights Community, the Community was developed in phases or sections. Generally Mr. Siegel established a separate partnership for each phase or section of the Community developed and constructed over time. For example, the first phase of the Morningside Heights project, located at the corner of Reisterstown and Straw Hat Roads (where the sign is located), was developed by a Siegel partnership known as Morningside Heights Apartments Limited Partnership. Thereafter, some sections of the project were developed by a Siegel partnership known as Morningside North Limited Partnership and other sections of the project were later developed by a Siegel partnership known as Morningside Six Limited Partnership. The last developed parcel of Morningside Heights Community, the Town Center parcel (which contains the offices and daycare center) was developed and constructed by another Siegel partnership - OMOC.

It is important to understand and acknowledge two significant points regarding the development of the Morningside Heights Community. First, Mr. Siegel was the principal and significant owner of each partnership that developed sections of Morningside Heights, including the Town Center parcel which contains the office/daycare facilities. Second, the Town Center parcel has always been deemed an integral part of the Morningside Heights Community. Attached as Exhibit 2 hereto is a copy of a 1973 plan prepared by Evans, Hagan and Holdefer, Inc. which depicts the overall Morningside Heights Community at that time. As can readily be seen, some sections are designated as "existing development" and some are depicted as "proposed" or "future development". Significantly, this 1973 plan includes the "proposed village center" as part of the Morningside Heights Community. The area of the proposed village center as shown on the enclosed 1973 plan is the area where, in fact, the offices/daycare facilities are currently located.

As further evidence of the intent that the Morningside Heights project be developed as one overall community - a "unified parcel" - Mr. Siegel established numerous easements and cross-easements throughout the project, so that each section or phase of the project had rights to use recreation areas and the swimming pool, and rights

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of ingress, egress, parking, access storm water and utility easements through other sections of the project. Examples of such easements and declarations are those recorded among the land records of Baltimore County at: Liber RRG 4316, folio 394; Liber RRG 4476, folio 283; Liber OTG 4595, folio 475; Liber OTG 4644, folio 551; Liber OTG 4790, folio 332; Liber OTG 5098, folio 436, etc. All of these easements and cross-easements reflect Mr. Siegel's intent, as common owner and developer of the entire project, that all sections of the Morningside Heights Community share and have rights in various easement areas and services.

All of the above demonstrate that the Town Center parcel is an integral part of the Morningside Heights Community, and that the town center parcel, as well as the various sections of Morningside that were developed in phases, were all treated by Mr. Siegel as developer as a "unified parcel". Indeed, the current uses at the Town Center parcel are designed and, by their nature, serve primarily the residents of the Morningside Heights Apartments. As stated earlier, the Town Center parcel is improved by a two story building. The first floor of the building is occupied by Tutor Time Child Care Learning Center. This operation provides childcare and early childhood learning services to the children of many of the families residing at the Morningside Heights Community. The second floor of the building contains general office space, including management offices for the Morningside Heights Community.

The proposed lettering on the lower wall of the proposed sign assemblage
is a proper "directional sign" to an activity on the "same premises"

In light of the facts described above, we submit that providing lettering on the lower wall of the sign assemblage at Straw Hat and Reisterstown Roads, which lettering would provide directional indication to the early learning center and offices (in form substantially similar to that depicted on Exhibit 1) would clearly constitute a "directional" sign within the meaning of the Baltimore County Sign Regulations. The lettering would provide information "principally for traffic control or to provide directions to an entity, activity or area elsewhere on the same premises." The lettering would provide directions are to the childcare/office facilities located within the Morningside Heights Community.

Even though the proposed sign would be located at the corner of Reisterstown Road and Straw Hat Road on a lot owned by Home, the directional sign providing directions to the daycare/offices facilities would be deemed the "same premises" within the meaning of the Baltimore County Sign Regulations due to the fact that the Town Center parcel and the property owned by Home are contiguous lots, under common

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ownership interest through Mr. Siegel's ownership interest in both entities, and both lots are used as a unified parcel as part of the Morningside Heights Community.

In addition to actual commonality of ownership between the Town Center Parcel and the Home property upon which the sign would be situated, there is a specific recorded easement agreement which was made at the time that Mr. Siegel exchanged his partnership interest in Morningside Heights for partnership interest in Home Properties. Pursuant to an Easement Agreement, dated April 30, 1998 and recorded among the land records of Baltimore County in Liber 0013634, folio 526 (the "Sign Easement"), Home specifically granted the OMOC as owner of the Town Center parcel easement and signage rights in the sign to be located at the corner of Reisterstown Road and Straw Hat Road. A copy of the Easement Agreement is attached hereto as Exhibit 6. Thus, in addition to all other factors described above, the enclosed Easement Agreement constitutes an "assignment of interest in real property" further evidencing the intent of Mr. Siegel, as developer, that the entire Morningside Heights Community, including the Town Center parcel, be treated as one community and a "unified parcel" within the meaning of the sign regulations.

Permitting directional lettering on the lower wall comports with the Spirit and intent of the February 10, 1999 Order of Deputy Commissioner Kotroco and with the Baltimore County Sign Regulations.

Mr. Siegel and OMOC would like to insert directional lettering on the lower wall of the sign wall assembly, with such lettering being substantially similar to that attached hereto as Exhibit 1. Mr. Siegel and OMOC submit that permitting such lettering on the lower wall is within the spirit and intent of the February 10, 1999 Zoning Order, and within the spirit and intent of the Sign Regulations, for the following reasons.

- The plan which the Deputy Zoning Commissioner approved, clearly indicated three walls, two of which contained lettering.¹ Adding the lettering to the third wall to provide directional information to the office/daycare facilities at the Morningside Heights Community would be consistent with such order.

¹ Although no lettering was shown on the lowest wall of the three walls depicted on the plat which accompanied the Variance Petition, the plat indicated a proposal for "three concrete signs". See Plan attached to Exhibit 4.

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- Lettering on the third wall will provide identification, will integrate with the design of the walls to conform to natural slope of land, will improve sight lines at Reisterstown Road and will eliminate the clutter of the existing sign.
- Permitting directional lettering on the third wall would comply with the spirit and intent of the sign regulations by eliminating the directional signage for the facilities from the existing unsightly sign which obstructs sight lines.
- Lettering on the third wall would enhance the attractiveness of the new sign by balancing the third wall with the other two walls. There would be no harm to the general health, safety or welfare by permitting such lettering.
- Such lettering on the third wall, providing directional information to the offices/daycare, will provide assistance in directing people coming to Morningside Heights to the management offices and the daycare facilities.
- A subsequent hearing concerning the request to place lettering on the third wall of the sign assemblage would serve no significant purpose and is unnecessary. As noted by the Deputy Zoning Commissioner in his February 10, 1999 Order, no protestants or other interested persons attended the variance hearing on the three wall sign assemblage, other than the petitioner and its experts. No objections were raised to the three wall sign assemblage. Adding lettering to the third wall is in accordance with the spirit and intent of the February 10, 1999 Order and the Sign Regulations, and thus should not require additional hearings.

Summary

My client requests that the Director of Permits and Development Management find that Mr. Siegel and OMOC may place lettering on the lower wall of the three wall sign assemblage, such lettering to be substantially in the form attached hereto as Exhibit 1, without the necessity of further hearings or proceedings, due to the fact that such lettering would be within the spirit and intent of the February 10, 1999 Zoning Order and the Sign Regulations, for the following reasons:

1. The proposed lettering would fall within the definition of a "directional" sign within the meaning of the Baltimore County sign regulations.

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2. The proposed lettering provides directions to entities or activities on the "same premises" within the meaning of the sign regulations, due to the common ownership of the parcels involved, due to the assignment of interest pursuant to the Easement Agreement described above, and due to the fact that both parcels are and have historically been used as a unified parcel known as the Morningside Heights Community, all as more fully provided above.

3. Permitting directional lettering on the lower wall is consistent with the spirit and intent of the February 10, 1999 Zoning Order, by promoting the reduction of clutter by elimination of the existing sign, by providing directional signage as part of a wall system which is designed to conform to the natural slope of the land, all providing attractive and effective identification for the Morningside Heights Community and activities thereon, and improving sight lines on Reisterstown Road.

4. No protestants or interested parties appeared at the prior variance hearing and, thus, one can be confident that allowing lettering on the lower wall would not generate adverse concerns. The proposed lettering would not cause any threat to the general health, safety or welfare of anyone, and would be consistent with the spirit and intent of the February 10, 1999 Order and the Baltimore County Sign Regulations.

5. The proposed lettering is consistent with and promotes the policy underlying the Baltimore County Sign Regulations by eliminating unsightly signs which impede sight lines, and by enhancing and conserving the attractiveness of natural landscaped areas.

As mentioned earlier in this letter, I have discussed this request with Mr. John Lewis of Zoning Review and he has discussed the proposed request with his supervisor, Mr. Carl Richards. Mr. Lewis has advised me that he and Mr. Richards believe that granting the approval for lettering on the lower wall would be consistent with the spirit and intent of the February 10, 1999 Order and the Sign Regulations and that they believe that further proceedings should not be necessary. Mr. Lewis further advised, however, that a final determination as to compliance with spirit and intent would need to be made by you, the Director of the Department of permits and Development Management, and that I should submit a formal request for such determination. Mr. Lewis further indicated that he would raise this issue directly with Deputy Commissioner Kotroco to verify whether the Deputy Zoning Commissioner viewed the within request as within the spirit and intent of his February 10, 1999 Order.

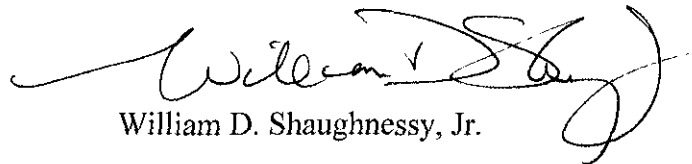
TYDINGS & ROSENBERG LLP

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For all of the reasons set forth above, Mr. Siegel and OMOC respectfully request that the Director of Permits and Development Management find: that lettering may be added to the third (lower) wall of the three wall signage assemblage at Morningside Heights, in form substantially similar to that attached hereto as Exhibit 1; that adding such lettering is within the spirit and intent of the February 10, 1999 Order and the Sign Regulations of Baltimore County; and, that such additional lettering can be added without further proceedings or hearings.

If you have any questions or if you need any further information at all, please contact me. Thank you for your attention to this matter.

Very truly yours,



William D. Shaughnessy, Jr.

WDS/das
Enclosures

cc: Home Morningside Heights, LLC
Mr. Herbert J. Siegel
Mr. John Lewis

PS. IF APPROVED PLEASE STAMP + DATE APPROVAL ON
ORANGE DETAIL AND RETURN WITH RESPONSE.

Exhibit 3



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") made this 30th day of April, 1998, by and between Home Properties of New York, L.P., a New York limited partnership ("Home Properties"), Home Properties of New York, Inc., a Maryland corporation ("HME") and Home Properties Morningside Heights, LLC, a Maryland limited liability company, formerly known as Morningside Heights Apartment Company Limited Partnership ("Morningside Heights"), parties of the first part (collectively hereinafter referred to as "Grantor") and Owings Mills Office Centre, LLLP, a Maryland limited liability limited partnership ("OMOC"), party of the second part (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, pursuant to a Contribution Agreement dated January 29, 1998 (the "Contribution Agreement") among the parties comprising Grantor, Home Properties agreed to acquire the partnership interests of Morningside Heights; and

WHEREAS, there are certain common ownership interests between Morningside Heights and OMOC; and

WHEREAS, Morningside Heights is the owner of a tract of land lying in Baltimore County, Maryland described in Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, there is a sign currently located on Grantor's Property at the corner of Reisterstown and Straw Hat Roads (the "Sign"); and


WHEREAS, the Contribution Agreement provides that OMOC shall have a permanent easement for signage to list the building owned by OMOC and its primary tenants; and

WHEREAS, the granting of the easement herein contained shall satisfy the obligations of the parties concerning a permanent easement for signage as set forth in the Contribution Agreement.

NOW, THEREFORE, THIS EASEMENT AGREEMENT WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows.

1. Grantor hereby grants to Grantee, an easement over Grantor's Property, to a portion of the Sign and on any replacement signs, to list the Owings Mills Office Centre and its primary tenants (the "Listing").

2. It is contemplated that the Listing will initially be in the form of an attachment to the Sign (the "Attachment"). The content of the Listing shall be submitted by Grantee to Grantor. The



placement of the Attachment on the Sign shall be as reasonably determined by Grantee and shall be erected by Grantee. The Listing shall constitute approximately 20% of the overall area of the Sign.

3. The cost of changing the Sign to accommodate the Attachment shall be paid by Grantee.

4. Grantor will maintain the Sign as shall be reasonably necessary and shall neither interfere with nor permit interference of the visibility of the Listing to the public.

5. Grantor shall use its best efforts to keep and maintain a sign equal in size to the Sign (approximately 48 square feet). If the Grantor is required by applicable law to change the content of the Sign or to erect a replacement sign, or if Grantor elects to change the Sign or to erect a replacement sign, the Grantor will consult in advance with Grantee concerning the position, size, shape, materials, content and layout of the Listing on the Sign or replacement sign, as the case may be. In any event, on the Sign as it may be changed or on any replacement sign, the Listing shall constitute an area of approximately 20% of the overall area of the existing Sign. Any replacement sign and/or all changes to the Sign shall be at Grantor's sole cost and expense.

6. Any changes to the Listing shall be at Grantee's sole cost and expense and shall be subject to Grantor's approval, which approval shall not be unreasonably withheld or delayed.

7. The easement granted herein shall constitute a servitude upon Grantor's Property, running with the land and shall be perpetual. This Agreement shall create privity of contract and estate with and among the parties hereto and all grantees of all or any part of Grantor's property, their successors and assigns.

8. If Grantor shall fail to perform fully and completely, any duty or obligation imposed upon or assumed by it under the provisions of this Agreement, then Grantee, after ten (10) days prior written notice to Grantor, may cure such default. Grantor shall reimburse Grantee for all costs and expenses incurred by Grantee in curing such default, promptly after demand for reimbursement by Grantee.

If Grantee shall fail to perform fully and completely, any duty or obligation imposed upon or assumed by it under the provisions of this Agreement, then Grantor, after ten (10) days prior written notice to Grantee, may cure such default. Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor in curing such default, promptly after demand for reimbursement by Grantor.

9. This Agreement is subject and subordinate to any mortgage and/or deed of trust of record.

10. This Agreement contains the final and entire agreement between the parties hereto relating to the subject matter hereof, and they shall not be bound by any liens, conditions, statements

or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns.

As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement shall be interpreted according to Maryland law.

The provisions of this Agreement shall be deemed to be cumulative. No provision of this Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

This Agreement may be executed in counterparts.

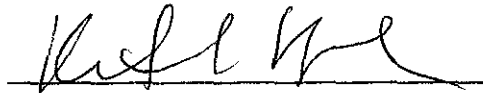
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

[SEE FOLLOWING PAGES FOR SIGNATURES AND ACKNOWLEDGMENTS]

COUNTERPART SIGNATURE AND ACKNOWLEDGMENT PAGE

WITNESS

HOME PROPERTIES OF NEW YORK, L.P.


By: Home Properties of New York, Inc.
General PartnerBy:  (SEAL)

HOME PROPERTIES OF NEW YORK, INC.

By:  (SEAL)STATE OF MARYLAND, COUNTY/CITY OF Baltimore to wit:

I HEREBY CERTIFY, that on the 30th day of April 1998, before me, a Notary Public of the State of Maryland, personally appeared Nelson Leebout of Home Properties of New York, Inc. known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Instrument, on behalf of Home Properties of New York, Inc. on its own behalf and as General Partner of Home Properties of New York, L.P., who acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.


 Notary Public
My Commission Expires: Oct 9, 1998

COUNTERPART SIGNATURE AND ACKNOWLEDGMENT PAGE

WITNESS WITNESS:
Heights, LLC

Home Properties Morningside

By: Home Properties of New York, L.P., its
sole member

By: Home Properties of New York, Inc.
General Partner

[Signature]

By: [Signature] (SEAL)

STATE OF MARYLAND, COUNTY/CITY OF Baltimore to wit:

I HEREBY CERTIFY, that on the 30th day of April 1998, before me, a Notary Public of the State of Maryland, personally appeared Nelson Heersbach of Home Properties of New York, Inc., General Partner of Home Properties of New York, L.P., sole member of Home Properties Morningside Heights, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Instrument, who acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

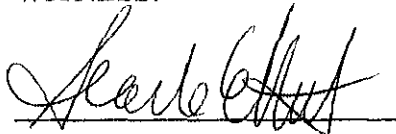
WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

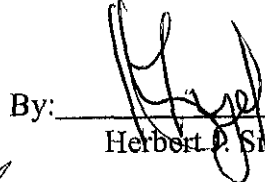
My Commission Expires: Oct. 9, 1998

COUNTERPART SIGNATURE AND ACKNOWLEDGMENT PAGE

WITNESS:

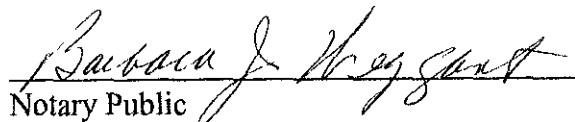


OWINGS MILLS OFFICE CENTRE, LLLP

By: _____ (SEAL)
Herbert J. Siegel, General PartnerSTATE OF MARYLAND, COUNTY/CITY OF Baltimore to wit:

I HEREBY CERTIFY, that on the 30th day of April 1998, before me, a Notary Public of the State of Maryland, personally appeared Herbert J. Siegel, General Partner of Owings Mills Office Centre, LLLP, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Instrument, who acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires:

Oct. 9, 1998

Exhibit A

MAISTE & WATTS, INC.**SURVEYORS and ENGINEERS**

2923 Chenoak Avenue
 Baltimore, Maryland 21234
 (410) 882-0321
 Fax (410) 661-8752

Legal Description**Part 1**

**MORNINGSIDE HEIGHTS APARTMENT COMPANY LIMITED PARTNERSHIP PROPERTY
 (SECTION I)**

BEGINNING FOR THE SAME on the northwest side of Straw Hat Road, 60 feet wide, as shown on "Amended Plat of Pleasant Ridge Subdivision Section I-A" which plat is dated April 22, 1963, and recorded among the Land Records of Baltimore County in Plat Book R.R.G. No. 29, folio 54, at the beginning of the 2nd parcel of land which by deed dated July 12, 1963, and recorded among the Land Records of Baltimore County in Liber R.R.G. No 4174, folio 150, was conveyed by Ben Binder and Marie Binder, his wife, to Morningside Heights Apartment Company, thence leaving said place of beginning and running and binding on the 1st, 2nd, and 3rd lines of the 2nd parcel of said deed and also binding on said Northwest side of Straw Hat Road, referring all courses of this description to the Grid Meridian as established by the Baltimore County Metropolitan District, the three following courses and distances, viz: (1) southwesterly by a line curving to the right with a radius of 370.00 feet for a distance of 188.51 feet (the arc of said curve being subtended by a chord bearing South 32 degrees 08 minutes 11 seconds West 186.48 feet), thence (2) South 46 degrees 43 minutes 55 seconds West 327.55 feet and thence (3) North 88 degrees 16 minutes 05 seconds West 35.36 feet to intersect the Northwest side of Reisterstown Road, 66 feet wide, thence running and binding thereon and also binding on the 4th line of the second parcel of said deed (4) North 43 degrees 16 minutes 05 seconds West 415.97 feet, thence leaving said Northeast side of Reisterstown Road and running and binding on the 5th, 6th and 7th lines of the second parcel of said deed the three following courses and distances, viz: (5) North 70 degrees 13 minutes 55 seconds East 226.14 feet, thence (6) North 82 degrees 58 minutes 55 seconds East 296.00 feet, and thence (7) South 77 degrees 17 minutes 00 seconds East 155.37 feet to the place of beginning.

CONTAINING 3.480 acres of land, more or less.

Part 2

(SECTION II AND THE SOUTHERN PORTION OF SECTION III)

BEGINNING FOR THE SAME on the Southeast side of Straw Hat Road, 60 feet wide, as shown on "Amended Plat of Pleasant Ridge Subdivision Section I-A" which plat is dated April 22, 1963, and recorded among the Land Records of Baltimore County in Plat Book R.R.G. No. 29, folio 54, at the beginning of the 11-th line of the 1-st parcel of land which by deed dated July 12, 1963, and recorded among the Land Records of Baltimore County in Liber R.R.G. No 4174, folio 150, was conveyed by Ben Binder and Marie A. Binder, his wife to Morningside Heights Apartment Company, said place of beginning being distant North 46 degrees 43 minutes 55 seconds East 165.53 feet measured from the Northeast side of Reisterstown Road, 66 feet wide, thence leaving said place of beginning and running and binding on said Southeast side of Straw Hat Road and also binding on the 11th line of said 1-st parcel of said deed, referring all courses of this description to the Grid Meridian as established by the Baltimore County Metropolitan District (1) North 46 degrees 43 minutes 55 seconds East 187.02 feet, thence still running and binding on said southeast side of Straw Hat Road and also binding on a part of the 12-th line of the 1-st parcel of said deed and in part on the 1-st line of the land which by deed dated January 6, 1965 and recorded among the Land Records of Baltimore County in Liber R.R.G. 4476 Folio 279 was conveyed by Morningside North Partnership to Morningside Heights Apartment Company, said 1-st line also being the East side of Straw Hat Road as shown on "Revised Plat of a Portion of Morningside Heights Apartments", which plat is recorded among the aforesaid Land Records in Plat Book R.R.G. No.32 Folio 48, in all (2) northeasterly by a line curving to the left with a radius of 430.00 feet for a distance of 310.32 feet (the arc of said curve being subtended by a chord bearing North 26 degrees 03 minutes 27 seconds East 303.63 feet), thence leaving the Southeast side of Straw Hat Road and running and binding on the 2nd line of

Page 2 (Morningside Heights Apartment Company Limited Partnership)

the 2-nd hereinmentioned deed (3) South 72 degrees 35 minutes 52 seconds East 169.59 feet to intersect the southern outline of the lastmentioned plat and to the end of the 4th line of the land which by deed dated June 22, 1965, and recorded among the Land records of Baltimore County in Liber R.R.G. No. 4476, folio 281, was conveyed by Morningside Heights Apartment Company to Morningside North Partnership, thence running and binding on the southern outline of the aforesaid plat and also binding reversely on the 4th, 3rd, and 2nd lines of the 3-rd hereinmentioned deed the three following courses and distances respectively: (4) North 87 degrees 42 minutes 56 seconds East 82.36 feet, thence (5) North 77 degrees 00 minutes 00 seconds East 125.00 feet, and thence (6) North 69 degrees 18 minutes 02 seconds East 132.45 feet to intersect the 4th line of the 1-st parcel of the 1-st hereinmentioned deed at a point distant 28.25 feet measured southeasterly along said 4th line from the beginning thereof, thence leaving the outline of the aforesaid plat and running and binding on a part of said 4th line and on the 5th line of the 1st parcel of said 1-st hereinmentioned deed, the two following courses and distances, viz: (7) South 05 degrees 23 minutes 20 seconds East 556.99 feet to intersect the centerline of Bonita Avenue, thence running and binding thereon and also binding on the 6th line of the 1st parcel of said 1-st hereinmentioned deed (8) southwesterly by a line curving to the right with a radius of 1,000.00 feet for a distance of 114.09 feet (the arc of said curve being subtended by a chord bearing South 37 degrees 33 minutes 38 seconds West 114.03 feet), thence leaving Bonita Avenue and running and binding on the 7th thru the 10-th lines of the 1st parcel of said 1-st hereinmentioned deed, the four following courses and distances, viz.: (9) North 65 degrees 54 minutes 30 seconds West 136.98 feet, thence (10) North 87 degrees 47 minutes 45 seconds West 228.22 feet, thence (11) South 77 degrees 23 minutes 50 seconds West 208.43 feet, and thence (12) North 43 degrees 16 minutes 05 seconds West 270.88 feet to the place of beginning. CONTAINING 8.173 acres of land, more or less

0013634 534

This instrument has been prepared by Searle E. Mitnick, an attorney.

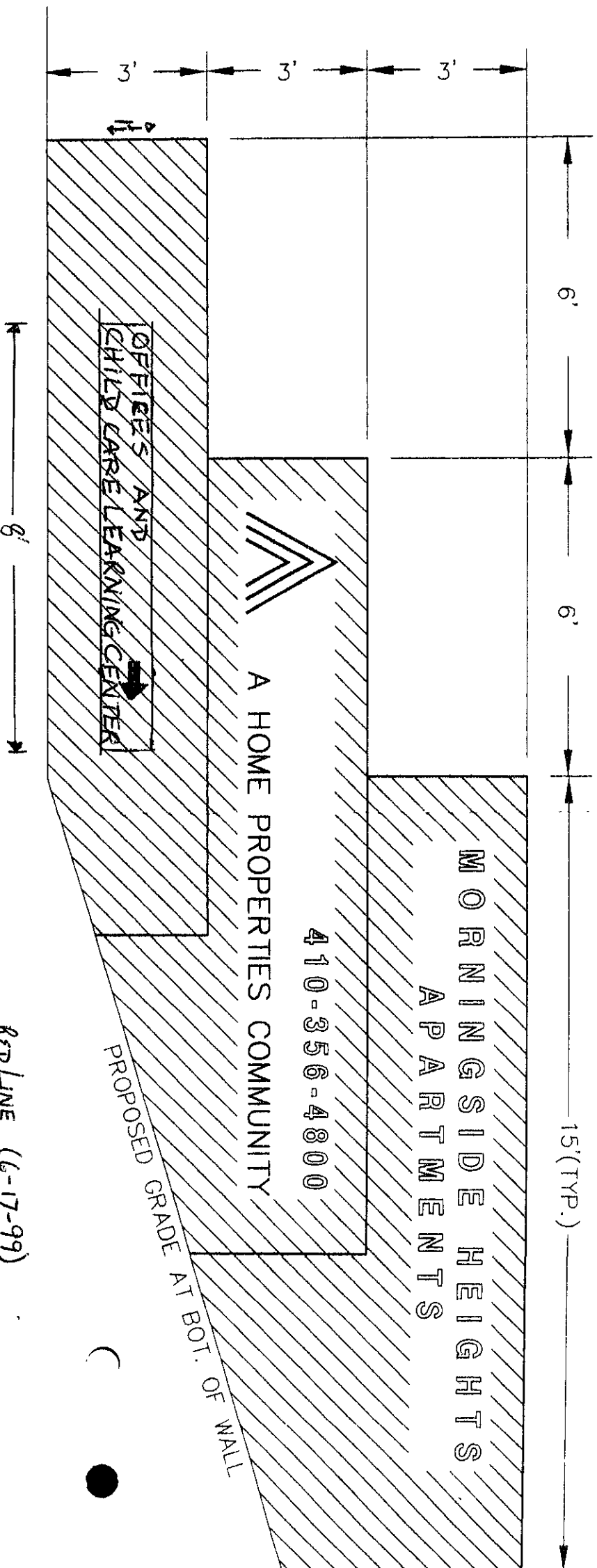

Searle E. Mitnick

Return to:

W. Shaughnessy
100 E. Pratt St, 26th Floor
Baltimore MD 21202

NOTE:

TOTAL AREA OF LETTERS
ON EACH SIGN WILL NOT
EXCEED 25 SQUARE FEET



Red Line (6-17-99)
Indicates proposed
lettering on 3rd wall

SIGN DETAILS

SCALE: 1"=2.5'

Approved
6/28/99
see ltr.

D.R. 16

N 47,000

N 47,000

BL

OLD COACH

TENNIS CT

D.R. 16

RESERVOIR

PRIVATE ROAD

BM

D.R. 16

PARKING AREA

BL

D.R. 16

GROFF'S MILL

ML

RO

D.R. 3.5

BM

ML

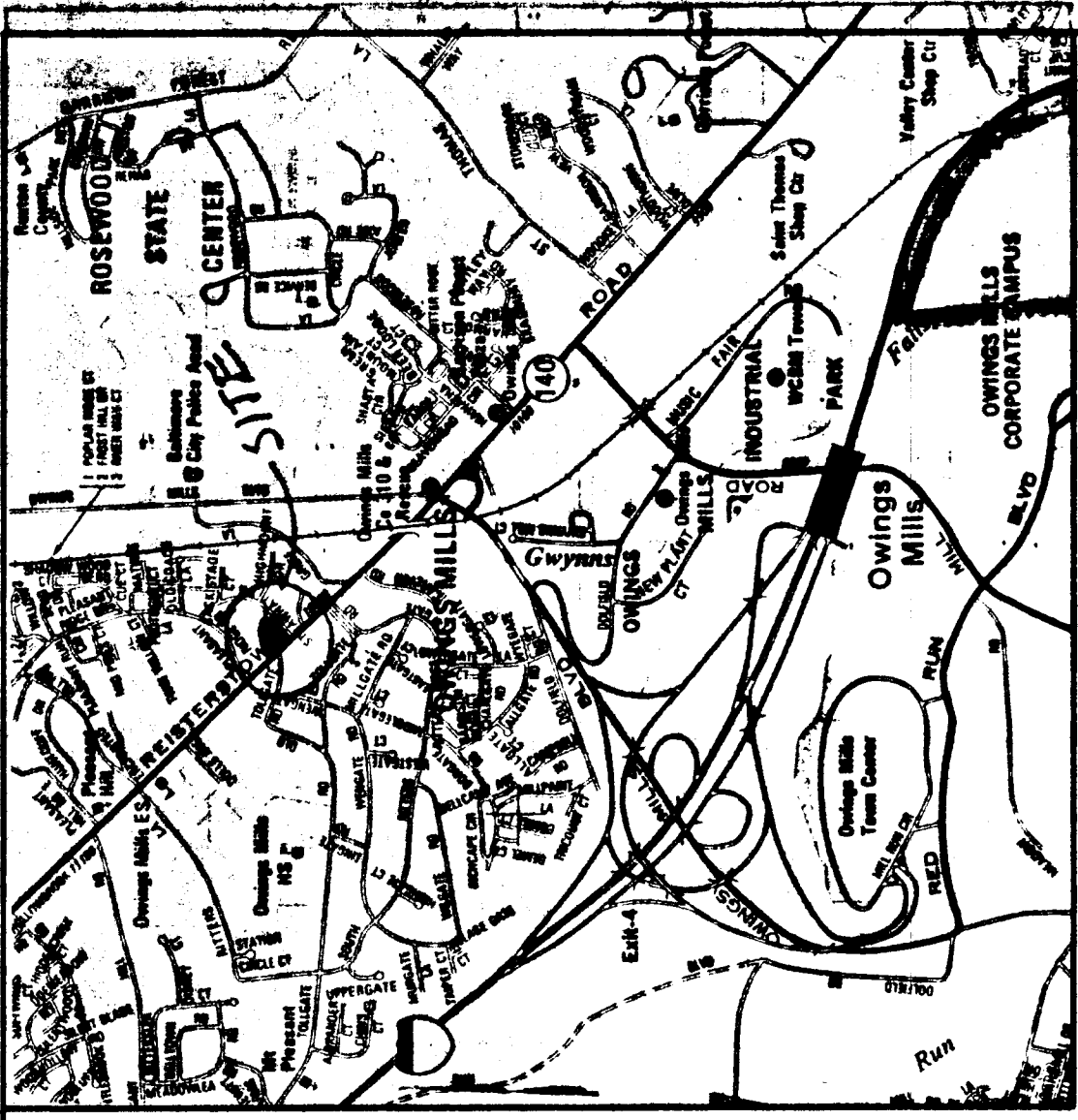
D.R. 16

D.R. 3.5

99-246-A

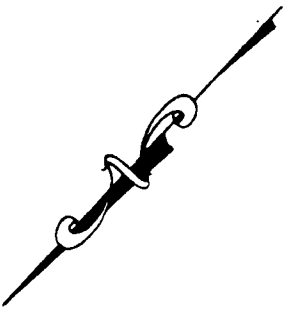
MAP NW 12 H
1" = 200'

SECTION 1 - MORNINGSIDE
HEIGHTS APARTMENTS



LOCATION MAP
SCALE 1"=1000'

BENCH MARK:
SQUARE CUT IN CONCRETE
NE CORNER REISTERSTOWN
ROAD & STRAW HAT ROAD.
ELEV.: 499.46



ZONING NOTES:

1. TOTAL AREA OF PROPERTY: 3.480 ACRES
2. PROPERTY ZONED: DR-16 (MAP NW H12)
3. EXISTING USE: GARDEN APARTMENTS, FOR RENT
4. PROPOSED USE: SAME AS EXISTING USE
5. PROPOSED ZONING: DR-16 WITH PETITION FOR VARIANCE FROM BCZR SECTION 450.38-48 TO ALLOW A DISTANCE OF 3 FEET BETWEEN INDIVIDUAL SIGNS IN LIEU OF THE REQUIRED 100 FEET.
6. PARKING REQUIREMENTS: DOES NOT AFFECT PARKING COUNT-NO CHANGE IN USE OR NO OF SPACES IN SECTION ONE.

246

PLAT TO ACCOMPANY PETITION
FOR ZONING VARIANCE FOR SIGN PLACEMENT
.....MORNINGSIDE HEIGHTS APTS.....

SECTION ONE

ELECTION DISTRICT: 4 BALTIMORE COUNTY, MARYLAND

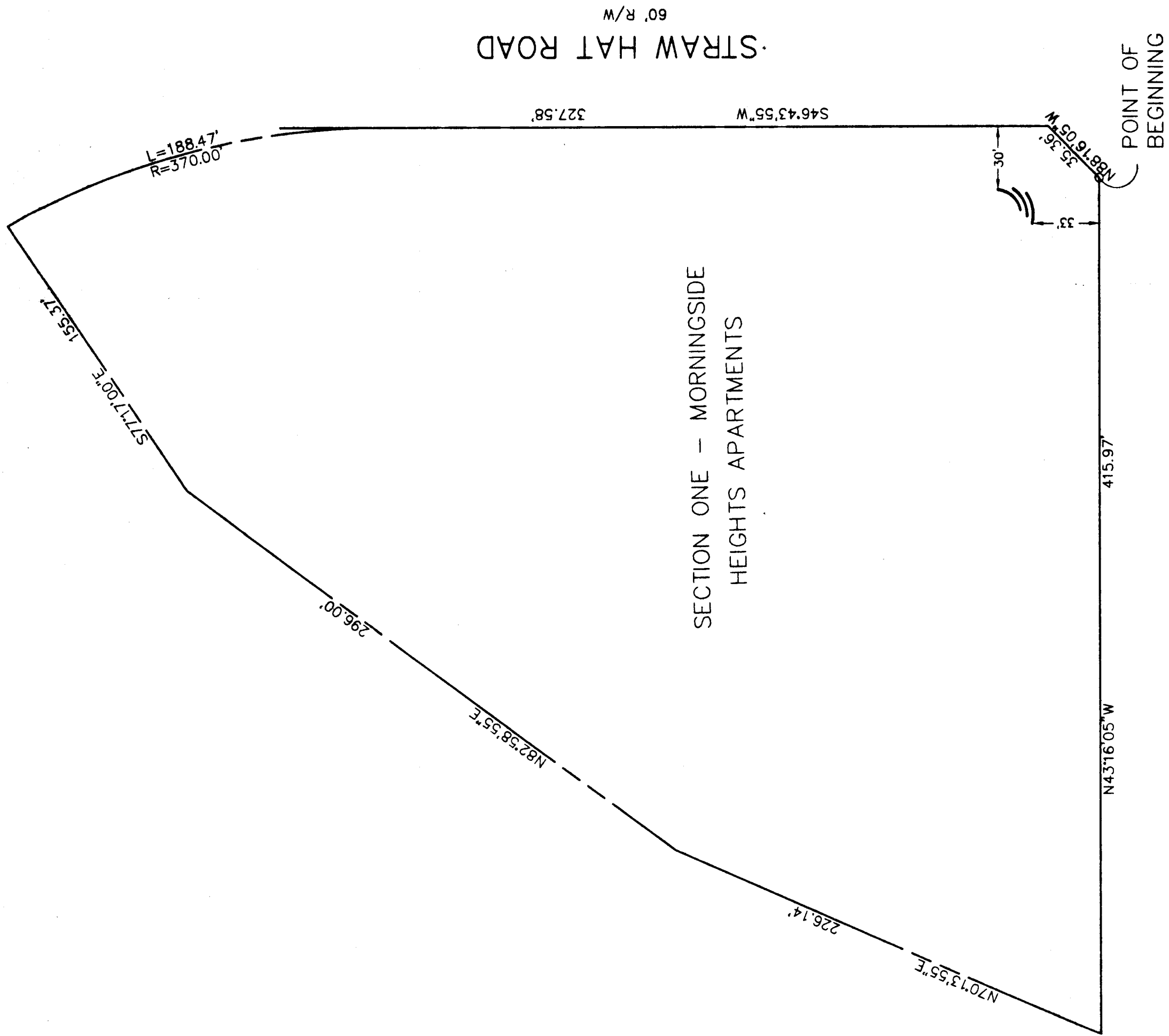
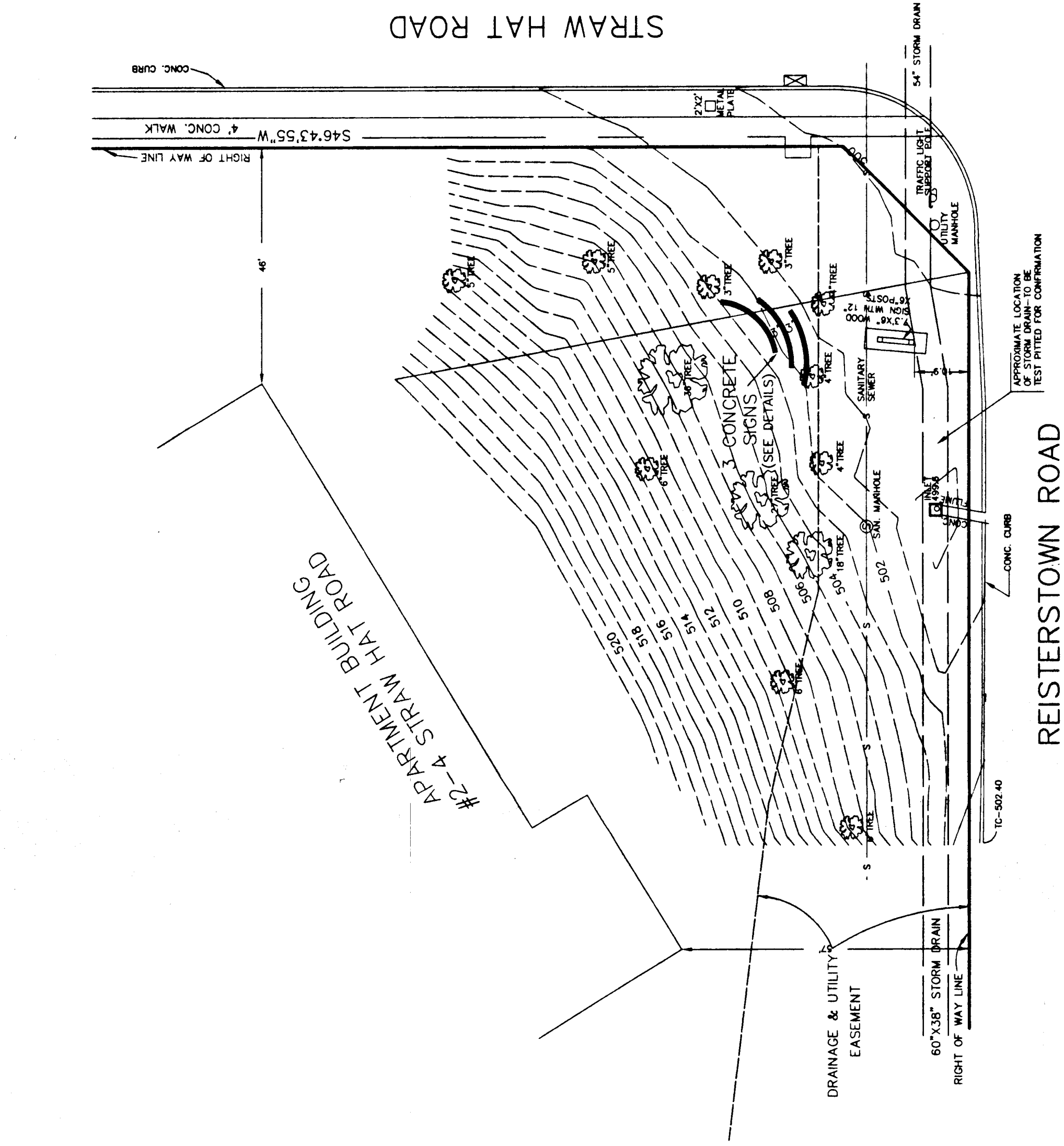
DATE: OCT 28, 1998
SCALE: 1"=20'

APR ASSOCIATES, INC.
SURVEYORS • ENGINEERS
7427 Harford Road Baltimore, Maryland 21234-7160
(410) 444-4312 FAX: (410) 444-1647



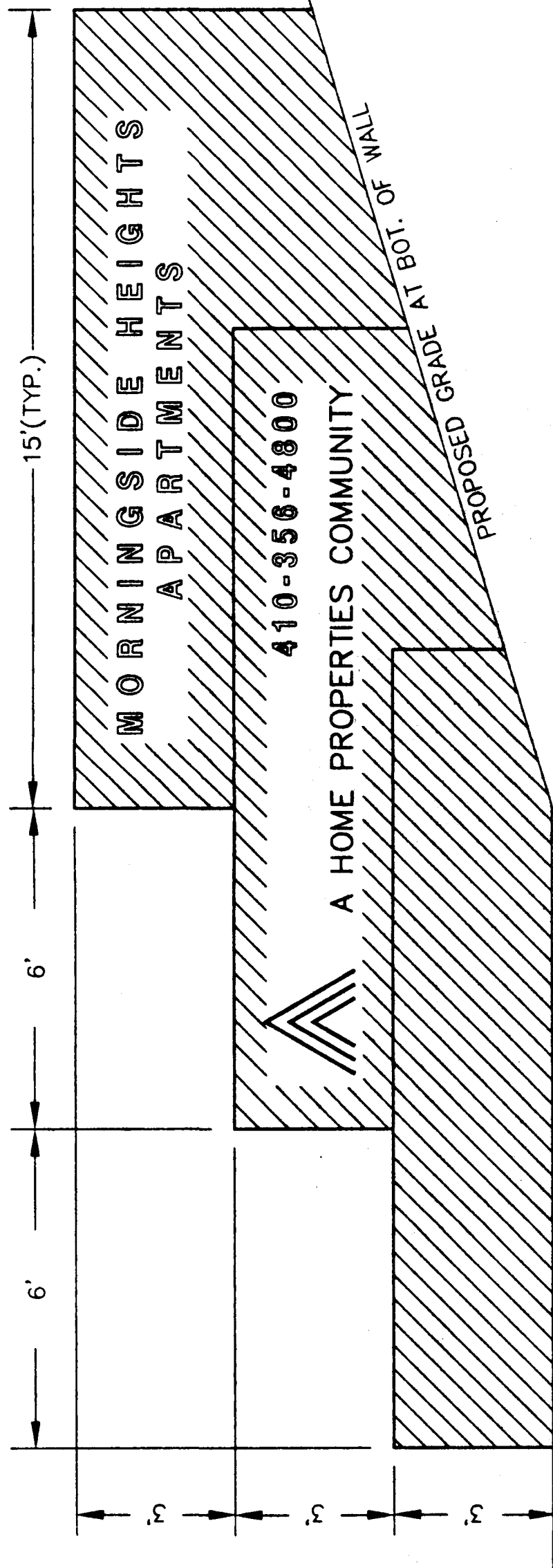
99-246-A

NOTE:
CALL MISS UTILITY 811-800-257-7799
PRIOR TO ANY EXCAVATION
THE LOCATION AND DEPTH OF ALL
UTILITIES SHOWN HEREON MUST
BE VERIFIED PRIOR TO EXCAVATION.



BOUNDARY OF SECTION ONE
SCALE: 1"=50'

NOTE:
TOTAL AREA OF LETTERS
ON EACH SIGN WILL NOT
EXCEED 25 SQUARE FEET



SIGN DETAILS
SCALE: 1"=2.5'